

## **EXHIBIT 34**

**DECLARATION OF LORA E. MACDONALD**

I, Lora E. MacDonald, hereby declare, under penalty of perjury, as follows:

1. I am over the age of 18 years. I have personal knowledge of the facts set forth below, and if called upon to do so, I could and would competently testify thereto.

2. I am an attorney licensed to practice law in the State of Maryland and in the District of Columbia. I am an associate in the law firm of Gibson, Dunn & Crutcher, LLP, counsel for Amazon.com, Inc. and Amazon Data Services, Inc. in this matter. If called as a witness, I could and would testify to the same as stated herein.

3. On April 2, 2020, Brian Watson sent a lengthy and wide-ranging email to a broad range of personal and business contacts, including the two former Amazon real estate transaction managers (“TM”) referenced in the Verified Complaint. What appear to be partial descriptions of the email later surfaced in various press reports. *See, e.g., Thomas Gounley, Real estate CEO, former GOP nominee, says he's being investigated by FBI*, BusinessDen (April 7, 2020), <https://businessden.com/2020/04/07/real-estate-ceo-former-gop-nominee-says-hes-being-investigated-by-fbi/>.

4. In the email, Watson stated that he “had a surprise visit from [agents with the U.S. Federal Bureau of Investigation (“FBI”)] th[at] morning at [his] new home.” Watson explained that the FBI agents—at least one of whom appears in the email’s “To” line—“accuse[d] [him] of fraud, misappropriation of funds, etc. in relation to” Northstar’s work with Amazon. Watson claimed that he “explained to them [that he] could not discuss this as [he] was under a strict confidentiality agreement with Amazon.” Watson asserted that the FBI agents “served [him] papers, confiscated both of [his] laptops and cell phone, and left [his] home.”

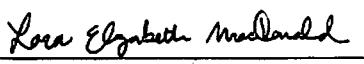
5. Watson in his email attributed the FBI visit to two issues. Watson described the first issue as related to “two former employees who worked for [him]” who had “completed a ‘flip’ of land last year without [his] knowledge or consent.” Watson wrote that these employees “placed a parcel of land in Virginia under contract for \$96 million and flipped a few weeks later for \$116 million, making approximately \$20 million behind [his] back.” Watson claimed that he had “fired these two thieves, and confiscated their business computers and had them escorted from the office” and that “[a]fter legal action, we settled with them during my honeymoon . . .”

6. Watson described the second issue as relating to “the referral agreement we have with Villanova Trust who [sic] was mentioned by the FBI agents and in the documents they gave me today.” Watson wrote that “we have had a referral agreement with . . . Villanova for over 4 years” and that the Trustee of Villanova Trust—a sibling of one of the former Amazon TMs—was “one of [his] best friends.” Watson described the arrangement as one under which Watson paid the Trustee “\$4,000 per month as an independent contractor to research large companies, who may have commercial real estate needs, and then [the Trustee] introduces me to them.” Watson claimed that the Trustee “introduced us to Amazon,” and that “[a]fter being introduced to” the Trustee’s sibling—the former (but then-current) Amazon TM—“we submitted a proposal for the first deal along with several other sophisticated companies.” Watson alleged that “we were told that we won that bid, as we had the most competitive pricing. Subsequently, we won two other projects for a total of 9 buildings.” Watson claimed that “Villanova’s referral agreement was drafted by legal counsel, and we paid them [presumably, Villanova Trust] a share of fees that were generated from our work with Amazon.” Watson further claimed that “[t]he funds we sent were never sent to [the two former Amazon TMs], who the FBI also mentioned today.” Watson alleged that, “[i]n speaking with [his] legal counsel, we still believe that we did not do anything illegal.”

7. In his email, Watson also claimed that “[p]er the audio investor update I sent this week to our investors, our projects have been on time, and under budget, and the team at Amazon have been so pleased, that they have referred to us as their best developer in the country.” Watson further alleged in this email that he was expecting “the Amazon deals . . . to pay [him] over \$60 million in the next few years.”

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information, and belief.

Executed on April 27, 2020.

  
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Lora E. MacDonald